

OFFICIAL GAZETTE

GOVERNMENT OF GOA, DAMAN AND DIU

EXTRAORDINARY

GOVERNMENT OF GOA, DAMAN AND DIU

Industries and Labour Department

Notification

1/15/80-ILD

The following draft amendment which the Government of Goa, Daman and Diu proposes to make in the exercise of the powers conferred by section 19R read with section 19QA, of the Inland Vessels Act, 1917 (Central Act 1 of 1917), is hereby republished as required by sub-section (1) of section 74 of the said Act for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration by the Government on the expiry of thirty days from the date of publication of this Notification in the Official Gazette.

All objections and suggestions to the draft rules may be forwarded to the Secretary to the Government of Goa, Daman and Diu, Industries and Labour Department, Secretariat, Panaji, Goa — 403 001 on or before the expiry of thirty days from the date of publication of this Notification in the Official Gazette.

DRAFT RULES

In exercise of the powers conferred by section 19R read with 19QA of the Inland Vessels Act, 1917 (Central Act 1 of 1917) the Government of Goa, Daman and Diu hereby makes the following rules further to amend the Goa, Daman and Diu Inland Vessels Registration Rules, 1965, namely:—

1. *Short title and commencement.*— (1) These rules may be called the Goa, Daman and Diu Inland Vessels Registration (First Amendment) Rules, 1982.

(2) They shall come into force at once.

2. *Amendment of rule 1.*— In rule 1 of the Goa, Daman and Diu Inland Steam Vessels Registration Rules, 1965 (hereinafter referred to as the 'principal Rules') for the words "Inland Steam Vessels" the words, "Inland Vessels" shall be substituted.

3. *Amendment of rule 2.*— In rule 2 of the principal Rules, in clause (a), the word "steam" shall be omitted.

4. *Insertion of new rule 3A.*— After rule 3 of the principal Rules, the following rule shall be inserted, namely:—

"3A *Name of vessel.*— The owner or his agent shall give to the Registering Authority at the intended port of registration, notice of the name proposed for the vessel at least fifteen days before the date on which he desires to effect the registration. On receipt of the notice, the Registering Authority shall send it forthwith to the Captain of Ports, Panaji for approval and shall not register the vessel under the proposed name unless it is approved by the Captain of Ports."

5. *Amendment of rule 9.*— In rule 9 of the principal Rules, — (1) In sub-rule (1), the words "The Deed of sale shall bear an adhesive or impressed stamp of not less than the amount specified in schedule 1 to the Indian Stamp Act, 1899 (I of 1899)" shall be omitted.

(2) In sub-rule (2), for the words "In case of the inter-state transfer and transfer outside India of vessels, the report shall also be accompanied by a Deed of sale in Form IX", the words "The report shall also be accompanied by a deed of sale in Form IX" shall be substituted.

6. *Insertion of new rules after rule 11.*— Rules 12, 13, 14, 15, and 16 of the principal Rules shall be re-numbered as 16, 17, 18, 19 and 20, respectively, and after rule 11 and before rule 16, as renumbered the following rules shall be inserted namely:—

"12. *Mortgage of a vessel.*— (1) Every instrument of mortgage of a registered vessel shall be in one of the appropriate Forms appended to these rules.

(2) On presentation of the mortgage instruments to the Registering Authority of the port, where the vessel has been registered, together with the prescribed fee, the Registering Authority shall, if he is satisfied that the instrument

In witnesses whereof (a) ... have hereto subscribed (f) ... name ... and fixed (f) ... seal ... this ... day of ... one thousand nine hundred and ...

Executed by the above named ...
... in the presence of (j)
...

- (a) "I" or "WE"
(b) Here insert full name and address with description of the mortgagor or mortgagors.
(c) "me" or "us".
(d) Here insert full name and address of mortgagee or mortgagees with their description in the case of individuals, and adding "as joint mortgagees" where such is the case.
(e) "myself" or "ourselves"
(f) "my" or "our"
(g) "Insert the day fixed for payment of principal as above".
(h) "I am" or "we are".
(i) "If there is any prior encumbrance, add "save as appears by the registration of the said vessel".
(j) Name, address, and description of at least two witnesses. space, for signature and seal.

*Note:—*The prompt registration of Mortgage Deed at the Port of Registration of the vessel is essential to the security of the Mortgagee, as a Mortgage takes it priority from the date of production for Registration not from the date of the instrument.

*Note:—*Registered Owners or Mortgagees are remained of the importance of keeping the Registering Authority informed of any change of residence on their part.

*N. B.—*In the case of transfer, it must be made by Endorsement in one of the following forms:—

Transfer of Mortgage (by individual or Joint Owners)

(a) ... the within mentioned ... son of ... in consideration of ... this day paid to (b) ... by ... I ... hereby transfer to (c) ... the benefit of the within written security. In witness whereof (a) ... have hereunto subscribed (d) ... name ... and affixed (d) ... seal ... this ... day of ... one thousand nine hundred and ... Executed by the above named ...)

...
in presence of (e)

- (a) "I" or "We"
(b) "me" or "us"
(c) "him" or "them" or "it"
(d) "my" or "ours"
(e) Name, address and description of at least two witnesses.

Transfer of Mortgage (by Company or Body Corporate)

The within-mentioned ... in consideration of ... This day paid to it by ... hereby transfer to (c) ... the benefit of the within-written security. In witness whereof we have hereunto affixed our common seal this ... day of ... one thousand nine hundred and ...

The Common Seal of the ...)

...)
was affixed in the presence of ...
...)

*N. B.—*In case a mortgage is paid off, a Memorandum, of its Discharge in one of the following forms must be used.

By individual or joint owners.

Received the sum of ... in discharge of the within-written security, Dated at ... this ... day of ... 19 ...

Witnesses (e) ... of ...

By company or body corporate

Received the sum of ... in discharge of the within-written security. In witness whereof we have hereunto affixed our common seal this ... day of ... 19 ... at ...

The Common Seal of ...)

...
Was affixed in the presence of *)
...
...

* Signatures and description of at least two witnesses, i.e., Director, Secretary, etc. (as the case may be).

FORM No. XI

Mortgage (Company) (To secure Principal Sum
and Interest)

(Inland Vessels Act, 1917, Section 19QA)

| Official number | Name of Vessel | No., Date and Port of Registration |
|-----------------|----------------|------------------------------------|
|-----------------|----------------|------------------------------------|

| Whether a Steam or Motor Vessel | Horse power of Engines |
|---------------------------------|------------------------|
|---------------------------------|------------------------|

Length:

Breadth:

Depth:

NUMBER OF TONS

| Gross | Net |
|-------|-----|
|-------|-----|

and as described in more detail in the Certificate of the Survey and the Book of Registration.

We (a) ... in consideration of ... do hereby for ourselves and our successors covenant with the said ... and (c) ... assigns firstly. That we or our successors will pay to the said ... or (c) assigns the said sum of ... together with the interest thereon at the rate of ... per cent per annum of the (d) ... day of ... next and secondly, that if the said principal sum is not paid on the said day, we or our successors will, during such time as the same or any part thereof remains unpaid, pay to the said ... or (c) ... assigns interest on the whole or such part thereof as may for the time being remain unpaid at the rate of ... per cent per annum, by equal half-yearly payments on the ... day of ... and ... day of ... in every year and for better securing to the said ... the repayment in manner aforesaid of the said principal sum and interests were hereby mortgage to the said ... share/ /shares, of which we are the owners in the vessel above particularly described and in her boat and appurtenances. Lastly, we for ourselves and our successors covenant with the said ... and (c) ... assigns that we have power to mortgage in manner aforesaid the above mentioned shares and that the same are free from encumbrances (e) ...

In witness whereof we have hereunto affixed our common seal this ... day of ... one thousand nine hundred and ...

The common seal of the ...

...
was affixed hereunto in the presence of (f) ...

*Note:—*The prompt registration of a Mortgage Deed at the port of Registration of the vessel is essential to the security of the Mortgage, as a Mortgage takes its priority from the date of production for Registration and not from the date of the instrument.

Note:—Registered Owners or Mortgagees are reminded of the importance of keeping the Registering Authority informed of any change of residence on their part.

- (a) Name in full of Company together with its principal of Business.
- (b) Full name, address and description of mortgagee. If joint mortgagees are concerned they must be so described. If the mortgagee is a Company, the full title and address must be given.
- (c) "his" "their" or "its".
- (d) Insert the day fixed for payment of principal as above.
- (e) If there is any prior encumbrance, add "save as appears by the Registration certificate of the said vessel".
- (f) Description of witnesses, Directors, Secretary, etc. (as the case may be).

N. B.—In the case of Transfer, it must be made by Endorsement in one of the following forms:—

Transfer of Mortgage

(By Individual or Joint Owners)

(a) ... the within-mentioned ... in consideration of ... this day paid to (b) ... by ... hereby transfer to (c) ... the Benefit of the withinscribed (d) ... name ... and affixed (d) ... seal ... this ... day of ... one thousand nine hundred and ...

Executed by the above named ...)

...)

in the presence of (e)

Transfer of Mortgage

(By Company or Body Corporate)

(a) the within mentioned ... in consideration of ... this day paid to it (b) ... hereby transfer to (c) ... the benefit of the within written security. In witness whereof (a) have hereunto affixed (d) our common seal this ... day of ... one thousand nine hundred and ...

The Common Seal of the ...)

...

was affixed in the presence of (e)*

...)

...)

(a) "I" or "We"

(b) "me" or "us"

(c) "him" "them" or "it"

(d) "my" or "our"

(e) "Name, address & description of at least two witnesses".

N. B.:—In case a Mortgage is paid off, a Memorandum of its Discharge in one of the following forms must be used.

By Individual or Joint Owners

Received the sum of ... in discharge of the within written security. Dated at ... this ... day of ... 19 ...

Witnesses (e) ... of ...

By Company or Body Corporate

Received the sum of ... in discharge of the within-written security. In witness whereof we have hereunto affixed our common seal this ... day of ... 19 ... at ...

The common seal of the ...)

...)

was affixed in the presence of ...)

...

...

...

*Signatures and description of at least two witnesses, i. e. Directors, Secretary, etc. (as the case may be).

FORM No. XII

Mortgage (to secure Account Current, etc.)
(Individual or Joint Owners)
(Section 19QA of Inland Vessels Act, 1917)

Issued by the
Government of Goa,
Daman and Diu.

| Official number | Name of Vessel | No. Date and Port of Registration |
|---------------------------------|----------------|-----------------------------------|
| | | |
| | | |
| Whether a Steam or Motor Vessel | | |
| Horse power of Engines | | |

Length:
Breadth:
Depth:

NUMBER OF TONS

| Gross | Net |
|-------|-----|
| | |

and as described in more detail in the Certificate of Survey and the Registration Book.

Whereas (a) ...

...

...

...

...

...

Now (b) ... the undersigned ... in consideration of the premises for (c) ... and (d) ... heirs covenant with the said ... and (e) ... assigns, to pay to him or them the sums for the time being due on this security, whether by way of principal or interest, at the times and manner aforesaid. And for the purpose of better securing to the said ... the payment of such sums as last aforesaid, (b) ... do hereby mortgage to the said ... shares, of which (f) ... am/are the Owner ... in the vessel above particularly described, and in her boats and appurtenances.

Lastly, (b) ... for (c) ... and (d) ... heirs, covenant with the said ... and (e) ... assigns that (b) ... have ... power to mortgage in manner aforesaid the above mentioned shares, and that the same are free from encumbrances (g) ...

In witness whereof (b) ... have ... hereto subscribed (d) ... name ... and affixed (d) ... seal ... this ... day of ... One thousand nine hundred and ...

Executed by the above named ...)

...)

...)

...)

in the presence of* ...)

...)

...)

(a) Here state by way of recital that there is an account current between Mortgagor (giving his address and description and in Joint Owners are concerned describing them/as such) and the Mortgagee giving his address and description. If the Mortgagee is a Company or a Body Corporate the full title and address must be given and if Joint Mortgagees are concerned they must be so described and describe the nature of the transactions so as to show how the amount of principal and interest due at any given time is to be ascertained, and the manner and time of payment.

(b) "I" or "we".

(c) "myself" or "ourselves".

(d) "my" or "our".

- (e) "his" or "their".
- (f) "I am" or "we are".
- (g) "If there is any prior encumbrance" add "save as appears by the Registration of the said vessel".

* Name, address and description of at least two witnesses.

Note.— The prompt registration of a Mortgage Deed at the Port of Registration of the vessel is essential to the security of the Mortgagee, as a Mortgage takes its priority from the date of production for registration and not from the date of the instrument.

Note.—Registered Owners or Mortgages are reminded of the importance of keeping the Registering Authority informed of any change of residence on their part.

FORM No. XIII

Mortgage (to secure Account Current, etc.)
(Individuals or Joint Owners)

N.B.—In case of transfer it must be made by Endorsement in one of the following forms.

Transfer of Mortgage by Individuals or Joint Owners

- (a) "I" or "We". (a) ... the within-mentioned ... in consideration of ...
- (b) "me" or "us". This day paid to (b) ... by ...
- (c) "him" "them" or "it". hereby transfer to (c) ... the benefit of the within written security, in witness whereof (a) ... have hereunto subscribed. (d) ... name ... and affixed (d) ... seal ... this ... day of ... one thousand and nine hundred and ...
- (d) "my" or "our".
- (e) Name, address and description of not less than two witnesses. Executed by the above-name ... in the presence of (e)

Transfer of Mortgage

(by Company or Body Corporate)

- (e) "him" "them" or "it". The within-mentioned ... in consideration of ... this day paid to it by ... hereby transfer to (c) ... the benefit of the within-written security. In witness whereof we have hereunto affixed our common seal this ... day of ... one thousand nine hundred and ... The common seal of the ... was affixed in the presence of *

N. B. — In case a Mortgage is paid off, a Memorandum of its Discharge in one of the following forms must be used.

By Individuals or Joint Owners

Received the sum of ... in discharge of the within-written
security, Dated at ... this ... day of ... 19
Witness (e) ... of ...

By Company or Body Corporate

Received the sum of... in discharge of the within-written security. In witness whereof we have hereunto affixed our common seal this ... day of ... 19 ... at ...)

The common seal of the ... was affixed in the presence of*

*Signatures and description of at least two witnesses, i. e. Directors, Secretary, etc. (as the case may be).

FORM No. XIV

Mortgage (To secure Account Current, etc.)

(Company)

(Section 19QA of Inland Vessels Act, 1917)

Issued by the
Government of Goa, Daman and Diu

[illegible]

and as described in more details in the Certificate of the Survey and the Book of Registration.

Whereas (a) ...

Now we the (b) ... in consideration of the premises for ourselves and our successors covenant with the said ... and (c) ... assigns to pay to him/them or it the sums for the time being due on this security, whether by way of principal or interest, at the times and manner aforesaid and for the purpose of better securing to the said ... The payment of such sums as last aforesaid we do hereby mortgage to the said ... shares, of which we are the Owners in the vessel above particularly described and in her boats and appurtenances.

Lastly, we for ourselves and our successors, covenant with the said ...and (c) ... assigns that we have Power to mortgage in manner aforesaid the above-mentioned shares and that the same are free from encumbrances (d) ...

In witness whereof we have hereunto affixed our common seal this ... day of ... one thousand nine hundred and ...

The Common Seal of the ...)

was affixed hereunto in the presence of*)
 ...)
 ...)

- (a) Here state by way of recital that there is an account current between the Mortgagor (describing the Company and giving its address) and the Mortgagee (giving address and description), and describe the nature of the transaction so as to show how the amount of principal and interest due at any given time is to be ascertained, and the manner and time of payment.
- (b) Name of the Company
- (c) "his", "their" or "its"
- (d) If there is any prior encumbrance add, "save as appears by the Registration of the said vessel"

* Signature and description of at least two witnesses, i. e. Directors, Secretary, etc. (as the case may be).

Note.—The prompt registration of a Mortgage Deed at the Port of the registration of the vessel is essential to the security of the Mortgagee as a Mortgage takes its priority from the date of production for registration and not from the date of instrument.

Note.—Registered Owners or Mortgagees are reminded of the importance of keeping the Registering Authority informed of any change of residence on their part.

FORM No. XV

Mortgage (to secure Account Current, etc.)

(Company)

N. B. — In case of transfer it must be made by Endorsement in one of the following forms:

Transfer of Mortgage

(by Individuals or Joint Owners)

- (a) "I" or "WE" (a) ... the within-mentioned ... in consideration of ... this day paid to (b) ... by ...
- (b) "me" or "us"
- (c) "him" "them" hereby transfer to (c) ... the benefit of the within written security. In witness whereof (a) ... have hereunto subscribed.
- (d) "my" or "our" (d) ... name ... and affixed (d) seal ... this ... day of ... one thousand nine hundred and ...

(e) Name, address and description of two witnesses:

1 ...
2 ...

Executed by the above named ... in the presence of (e) ...

Transfer of Mortgage

(by Company or Body Corporate)

- (c) "him" "them" or "it" The within mentioned ... in consideration of ... this day paid to it by ... hereby transfer to (c) ... the benefit of the within written security. In witness whereof we have hereunto affixed our common seal this ... day of ... one thousand nine hundred and

The Common Seal of the ... was affixed in the presence of* ...

N. B. — In case of a Mortgage is paid off, a Memorandum of its Discharge in one of the following forms must be used.

By Individuals or Joint Owners

Received the sum of ... in discharge of the within-mentioned security. Dated at ... this day of ... 19....

Witnesses (c) ... of ...

By Company or Body Corporate

Received the sum of ... in discharge of the within-mentioned security. In witness whereof we have hereunto affixed our common seal this ... day of ... 19... at ...

The Common Seal of the ...)

...)
was affixed in the presence of*

...)
...)

*Signatures and description of at least two witnesses i.e., Directors, Secretary, etc. (as the case may be).

10. *Amendment of Schedule:* — For Schedule I, the following schedule shall be substituted, namely: —

"SCHEDULE I

(See rule 18)

(Fees payable under Chapter IIA of the Act)

- (a) On initial registration, the fees shall be as follows:

| | |
|--|--------------|
| Vessels upto and including 50 tons gross | Rs. 80.00 P |
| Vessels of above 50 tons upto 100 tons gross | Rs. 120.00 P |
| Vessels of above 100 tons upto 200 tons | Rs. 160.00 P |
| with Rs. 40.00 p. for every additional 100 tons or fraction thereof. | |

- (b) When a vessel has been already registered under any rules or in case of transfer of registration from a different Stage or registration anew as directed by the Registering Authority, or for registry of mortgage, transfer of vessel/share or mortgage, transmission, Half the rates indicated against (a) above.

- (c) Registration of alteration to a vessel Rs. 25.00 P
- (d) Appeal against the decision of the Registering Authority ... Rs. 200.00 P
- (e) Duplicate copy of certificate of Registration ... Rs. 25.00 P
- (f) Change of name of a vessel ... Rs. 85.00 P (inclusive of inspection of marking of the change)
- (g) Instrument of mortgage (per copy) ... Rs. 5.00 P
- (h) Deed of sale (per copy) ... Rs. 5.00P"

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

K. B. Shukla, Secretary (Industries and Labour Deptt.)

Panaji, 3rd September, 1982.